## SUPERINTENDENT'S CONTRACT

This Superintendent's Contract is made and entered into this 19<sup>th</sup> day of September, 2013, by and between the **Board of Education of Grayson County**, **Kentucky**, ("Board"), whose address is 909 Brandenburg Road, Leitchfield, KY 42754, and **Barry Anderson**, ("Superintendent"), whose address is 2347 Sinks Road, Caneyville, KY 42721.

Whereas, Superintendent is presently under contract with Board as Superintendent of the Grayson County School System, pursuant to *KRS 160.350*, and whereas, Superintendent's current contract will expire June 30, 2014;

Board is of the opinion that Superintendent has done an excellent job fulfilling his duties under his contract and Board feels that it is to the distinct advantage of the Grayson County School System for Superintendent to be awarded a new contract and that he continue to lead the Grayson County School System as Superintendent.

Pursuant to KRS 160.350; Childers v. Pruitt, Ky., 511 S.W.2d 233 (1974); Farley v. Board of Education of Pike County, Ky., 424 S.W.2d 124 (1968); and OAG 78-274, Board may agree to enter into a contract with an individual for the position of Superintendent before the existing contract of the Superintendent has expired so long as the term of no Board Member will expire in the interim between the making of a contract and its effective date. Superintendent's present contract will expire June 30, 2014 and the term of no Board Member voting on this contract will expire in the interim between the making of this contract and its effective date.

Now, in accordance with KRS 160.350 and other applicable Kentucky law, Board appoints Barry Anderson as its Superintendent of Schools effective July 1, 2014 and

expiring on June 30, 2018. Superintendent holds a statement signed by the Chief State Officer being a Certificate of Administration and Supervision issued in accordance with the revisions of law which qualify Superintendent to hold the position to which he has been appointed. A copy of said statement is attached to this contract and incorporated herein by reference as though copied in full.

It is agreed by and between the parties that Superintendent be and is appointed Superintendent of the Grayson County School District for a term beginning July 1, 2014 and expiring on June 30, 2018 in accordance with *KRS 160.350*.

Superintendent shall receive an initial base annual salary of 2.25 x the maximum salary set by Board for a 240-day Rank 1 Certified Employee and Superintendent shall receive an increase in his then current total salary (base salary plus all accrued annual and experience based salary raises) equal in percentage to that received by all other Certified Employees on each and every July 1<sup>st</sup> for each and every year he is employed by Board as Superintendent. Any increase in salary for the Superintendent during the life of his contract shall not be deemed as either a new contract, or that the termination date of his contract, or any extension therefor, has been extended.

In addition to the minimum annual raise of the salary of the Superintendent, Board may vote to grant Superintendent an additional merit raise. In any event, the Superintendent's then current salary may not be decreased. This salary shall be paid to Superintendent in regular installments in accordance with the schedule of salary payments in effect for other Certified Employees.

In addition to the before set forth salary, Superintendent shall be provided a vehicle for his use as long as he is Superintendent. All fuel and maintenance expense

for said vehicle shall be paid by Board. This vehicle shall remain the property of Board. Board and Superintendent realize and understand that the Internal Revenue Code pursuant to Publication 15-B regards the Superintendent being allowed to use a vehicle as a fringe benefit.

Superintendent shall further be reimbursed for out of county travel when it is not practical to use the Board vehicle that he has been provided. The amounts paid will be as set out in the Board Policy for employees, established each year by Board.

Board shall further pay on behalf of Superintendent all membership dues to any organizations that the Superintendent feels are necessary to carry out his duties.

Superintendent shall be entitled to and provided all benefits provided to 240-day certified employees of Board in addition to the before set out benefits, except for reimbursement for travel expenses that are inconsistent with the travel expense benefits set out above in this contract.

Superintendent shall be provided a cellular phone and computer as well as any other technology benefits provided to other employees. Any technology hardware shall remain the property of Board.

Superintendent is to devote his entire time to the discharge of his duties as set out by laws, rules and regulations of the State Board of Elementary and Secondary Education, and failure to do so will invalidate this contract, except that the Superintendent may enter into a contract with this Board in accordance with the provisions of *KRS 160.440* without additional compensation.

It is agreed by and between the parties to this contract that Superintendent shall properly and effectively perform his duties as Superintendent subject to law. Annual

evaluation of the Superintendent and merit raises, if any, each year, starting with the fiscal year 2014-2015, will be based on the School Board Goals established by the School Board Team (Superintendent and School Board Members). It is understood that Superintendent shall devote 100% of his working time to his job as Superintendent and that this is a full-time job requiring a minimum of 240 days worked. He is further expected to work in a conscience manner toward the goals established by the School Board Team and properly perform his duties as Superintendent of Schools. It is understood by and between the parties that the failure to so perform shall be grounds for "termination for cause" by Board of this contract.

This contract entered into this day and year above set out has an effective date of July 1, 2014 and shall expire June 30, 2018. This is a four year contract.

BOARD OF EDUCATION
OF GRAYSON COUNTY, KENTUCKY

by:

CAROLYN THOMASON,

Chairman

BARRY ANDERSON, Superintendent